

FS Agreement No. 17-MU-11050300-010

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**EL DORADO IRRIGATION DISTRICT**  
**And The**  
**USDA, FOREST SERVICE**  
**ELDORADO NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the El Dorado Irrigation District, hereinafter referred to as "District," and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "Forest Service."

Background: The Forest Service and the District have coordinated efforts to develop the Caples Creek Watershed Ecological Restoration Project proposal to implement fuels reduction work on public lands within the Eldorado National Forest using, in part, grant funding available from the Sierra Nevada Conservancy (SNC). Funding for the SNC grant is provided by California State Proposition 1. Proposition 1 funds may be spent on improving National Forest System Lands, but federal agencies are not considered eligible applicants for direct funding.

On December 8, 2016 the SNC Board awarded a \$476,709.00 Proposition 1 grant to the District for the Caples Creek Watershed Ecological Restoration Project (SNC #853). The Forest Service, as the cooperator, will be responsible for implementing the restoration to be completed under the project in collaboration with the District. The contribution of these funds from the District to the Forest Service under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by P.L. 104-127) is formally documented under a separate Collection Agreement titled "El Dorado Irrigation District Collection Agreement for Caples Creek Watershed Ecological Restoration Project SNC Implementation Grant". It is the desire of the Forest Service and the District to formally document the minimum 10-year period of access by the District to the project area to ensure implementation and monitoring requirements are met, as required by the SNC Proposition 1 grant.

Title: El Dorado Irrigation District and U.S. Forest Service Memorandum of Understanding for implementation of the Caples Creek Watershed Ecological Restoration Project (SNC #853)

- I. PURPOSE:** The purpose of this MOU is to document the long-term cooperation between the parties to implement fuels reduction, watershed restoration, habitat improvement, and other restoration activities associated with the Caples Creek



Watershed Ecological Restoration Project in accordance with the following provisions.

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Recent trends in increased size and scale of wildfires have amplified the need to increase pace and scale of forest restoration. The need for action far exceeds currently available funding for required restoration activities.

The US Forest Service, Region 5 has leadership direction to reduce the threat of catastrophic wildfire, and restore ecological processes on public forest lands to provide for multiple ecosystem services. The leadership intent emphasizes using partnerships to take an “all lands” approach, working across jurisdictional and ownership boundaries to design landscape level projects that increasing the pace and scale of fuel reduction and ecological restoration. In particular, the Forest Service has an interest in expanding its capacity to implement fuel reduction and restoration projects, particularly priority watersheds with sensitive resources.

The District benefits of the project include integration into the implementation of the Caples Creek Watershed Ecological Restoration Project where the District would otherwise have no or minimal involvement, which strengthens the partnership between the District and the Forest Service to protect watershed lands that are critical to the security of the District’s water supplies.

Both the Forest Service and the District gain mutual benefits in expanding capacity and pursuing opportunities to reduce hazardous fuels on national forest system lands in El Dorado County. There is mutual benefit for both the US Forest Service and the District to collaborate on fuel treatments which reduce potential fire behavior and severity and help to protect water quality. This MOU confirms a partnership for the Forest Service and the District to continue their collaboration for a period of at least 10 years to complete the Caples Creek Watershed Ecological Restoration Project and monitor the project’s success in obtained desired objectives.

In consideration of the above premises, the parties agree as follows:

### **III. THE DISTRICT SHALL:**

- A. Coordinate with the Forest Service to implement the Caples Creek Watershed Ecological Restoration Project.
- B. Meet and attain the requirements of the SNC grant.

### **IV. THE FOREST SERVICE SHALL:**





- A. Implement the restoration activities of the project in conformance with the jointly prepared Proposition 1 Grant application.
- B. Provide the District with necessary documentation in order for the District to submit and receive timely SNC reimbursement of grant eligible activities.
- C. Provide the District with access to Eldorado National Forest lands within the Caples Creek Watershed Ecological Restoration Project area for purposes of project planning, implementation and monitoring, subject to federal law and any use restrictions affecting the general public. It is understood that a minimum 10-year period is considered to be needed to ensure that the District can follow projects from beginning to end, and this duration of access is a requirement of Sierra Nevada Conservancy grants. The Forest Service has and expects to retain management responsibility and control of the project area over the long term, extending to and beyond the 25 years required for SNC monitoring, providing SNC with the ability to access these public lands.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. This MOU does not confer change in ownership or control of national forest system lands, however it is understood that project accomplishment and monitoring will depend on a minimum 10-year period of access by the District to national forest system lands subject to federal law and considerations of public, the District, and US Forest Service employee public health and safety.
- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Dan Corcoran El Dorado Irrigation District 2890 Mosquito Road Placerville, CA 95667 Telephone: (530) 642-4082 FAX: (530) 642-4382 Email: <a href="mailto:dcorcoran@eid.org">dcorcoran@eid.org</a>	Bret Sampson El Dorado Irrigation District 2890 Mosquito Road Placerville, CA 95667 Telephone: (530) 642-4058 FAX: (530) 642-4358 Email: <a href="mailto:bsampson@eid.org">bsampson@eid.org</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Travis Thane Eldorado National Forest 4260 Eight Mile Road Camino, CA 95709 Telephone: (530) 647-5338 Email: <a href="mailto:tthane@fs.fed.us">tthane@fs.fed.us</a>	Louise M. Ewen Tahoe National Forest 631 Coyote St. Nevada City CA 95959 Telephone: (530) 478-6127 Email: <a href="mailto:lewen@fs.fed.us">lewen@fs.fed.us</a>

- C. **NOTICES.** Any communications affecting the operations covered by this MOU given by the Forest Service or the District is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To the District Program contact, at the address specified in the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the Forest Service or the District from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT.** Any of either party's contributions made under this MOU do not by direct reference or implication convey endorsement of the other party's products or activities.
- F. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party will require the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and





cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the District to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- K. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The District is encouraged to give public notice of the execution of this MOU and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



"The El Dorado National Forest of the U.S. Forest Service, Department of Agriculture, Watershed Protection Program."

The District may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The District is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The District shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The District shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

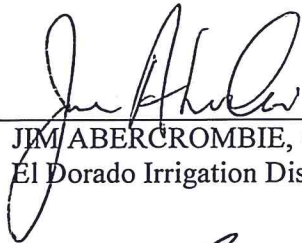
- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration (see paragraph R below). Termination of this agreement would not alter or affect existing or future project specific agreements.
- O. DEBARMENT AND SUSPENSION. The District shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the





District or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2027 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



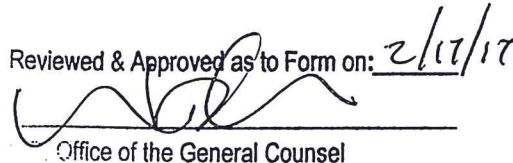
JIM ABERCROMBIE, General Manager  
El Dorado Irrigation District

2-22-2017  
Date



LAURENCE CRABTREE, Forest Supervisor  
U.S. Forest Service, El Dorado National Forest

3/9/2017  
Date

Reviewed & Approved as to Form on: 2/17/17  
  
Office of the General Counsel



The authority and format of this agreement have been reviewed and approved for signature.

2/14/2017

LOUISE M. EWEN

Date

U.S. Forest Service Grants Management Specialist

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.